

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learfield Communications, Inc.		12/01/2016	Corporation: DELAWARE
Learfield News & Ag, LLC		12/01/2016	Limited Liability Company: MISSOURI
Learfield Sports, LLC		12/01/2016	Limited Liability Company: MISSOURI
Sidearm Sports, LLC		12/01/2016	Limited Liability Company: MISSOURI
SME II, LLC		12/01/2016	Limited Liability Company: MISSOURI
Think Social, LLC		12/01/2016	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Foreign Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	76567332	LEARFIELD	
Serial Number:	76567333	LEARFIELD SPORTS	
Serial Number:	76580753	WISCONSIN RADIO NETWORK	
Serial Number:	76580754	RADIO IOWA	
Serial Number:	85366427	SOUTH CAROLINA RADIO NETWORK	
Serial Number:	85365707	MONET	
Serial Number:	85366642	NEBRASKA RADIO NETWORK	
Serial Number:	76343852	BROWNFIELD	
Serial Number:	76343853	MISSOURINET	
Serial Number:	74736379	LEARFIELD COMMUNICATIONS	
Serial Number:	74628893		

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Property Type	Number	Word Mark
Serial Number:	86137529	CHANGING THE FACE OF COLLEGE SPORTS BUSI
Serial Number:	86665960	MINNESOTA FARM NETWORK
Serial Number:	77695007	SIDEARM
Serial Number:	73603328	MINNESOTA NEWS NETWORK
Serial Number:	86551534	AGRIAMERICA
Serial Number:	87151192	CAMPUS PLUS
Serial Number:	87151197	CAMPUS +
Serial Number:	87151202	CAMPUS + A SERVICE OF LEARFIELD
Serial Number:	87151212	HOW BUSINESS GOES TO SCHOOL
Serial Number:	87152150	LEARFIELD
Serial Number:	87152165	LEARFIELD
Serial Number:	86914202	THE ART & SCIENCE OF BRANDING.
Serial Number:	86938813	THE FUTURE OF BRANDED ENTERTAINMENT
Serial Number:	87161482	SIDEARM SPORTS
Serial Number:	86920802	THINK SOCIAL

CORRESPONDENCE DATA

Fax Number: 2123548113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2653
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	12/05/2016

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of December 1, 2016, (this “**Agreement**”), among Learfield Communications, Inc., Learfield News & Ag, LLC, Learfield Sports, LLC, Sidearm Sports, LLC, SME II, LLC, Think Social, LLC (each, a “**Grantor**”) and Deutsche Bank AG New York Branch (“**DBNY**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to A-L Parent LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among, the Borrower, A-L Group Holdings LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and DBNY as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of each Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those material Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

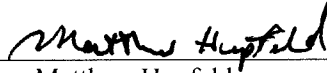
SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

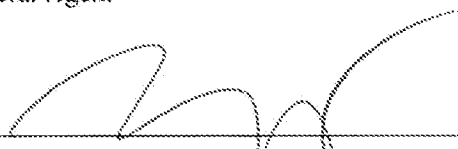
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


LEARFIELD COMMUNICATIONS INC.
LEARFIELD NEWS & AG, LLC
LEARFIELD SPORTS, LLC
SIDEARM SPORTS, LLC
SME II, LLC
THINK SOCIAL, LLC

By: 
Name: Matthew Hupfeld
Title: Treasurer and Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By:  _____

Name: Benjamin Sohn
Title: Vice President

By:  _____

Name: Marcus Tarkington
Title: Director

SCHEDULE I

TRADEMARKS

TRADEMARK	STATUS	APP. NO.	REG. NO.	REG. DATE	DATE FILED	OWNER
LEARFIELD	Registered	76567332	2959151	7-Jun- 05	29-Dec- 03	Learfield Communications, Inc.
LEARFIELD SPORTS	Registered	76567333	2959152	7-Jun- 05	29-Dec- 03	Learfield Communications, Inc.
WISCONSIN RADIO NETWORK	Registered	76580753	3025306	13- Dec-05	12- Mar-04	Learfield Communications, Inc.
RADIO IOWA	Registered	76580754	3025307	13- Dec-05	12- Mar-04	Learfield Communications, Inc.
SOUTH CAROLINA RADIO NETWORK	Registered	85366427	4208711	18- Sep-12	8-Jul- 11	Learfield Communications, Inc.
MONET	Registered	85365707	4311372	2-Apr- 13	7-Jul- 11	Learfield Communications, Inc.
NEBRASKA RADIO NETWORK	Registered	85366642	4208712	18- Sep-12	8-Jul- 11	Learfield Communications, Inc.
BROWNFIELD	Registered	76343852	2656293	3-Dec- 02	3-Dec- 01	Learfield Communications, Inc.
MISSOURINET	Registered	76343853	2639299	22- Oct-02	3-Dec- 01	Learfield Communications, Inc.
LEARFIELD COMMUNICATIONS	Registered	74736379	1998323	3-Sep- 96	25-Sep- 95	Learfield Communications, Inc.
LEARFIELD LOGO	Registered	74628893	1930100	24- Oct-95	2-Feb- 95	Learfield Communications, Inc.
CHANGING THE FACE OF COLLEGE SPORTS BUSINESS	Registered	86137529	4626272	21- Oct-14	6-Dec-13	Learfield Sports, LLC
MINNESOTA FARM NETWORK	Registered	86665960	5001372	19-Jul- 16	17-Jun-15	Learfield News & AG, LLC
SIDEARM	Registered	77695007	3692229	6-Oct- 09	19-Mar-09	SIDEARM Sports, LLC
MINNESOTA NEWS NETWORK	Registered	73603328	1441650	02-JUN-87	09-JUN-86	Learfield News & AG, LLC

TRADEMARK APPLICATIONS

TRADEMARK	STATUS	APP. NO.	REG. NO.	REG. DATE	DATE FILED	OWNER
AGRIAMERICA	Pending	86551534	N/A	N/A		Learfield Communications, Inc.
CAMPUS PLUS	Pending	87151192	N/A	N/A	25-Aug-16	Learfield Communications, Inc.
CAMPUS +	Pending	87151197	N/A	N/A	25-Aug-16	Learfield Communications, Inc.
CAMPUS + A SERVICE OF LEARFIELD	Pending	87151202	N/A	N/A	25-Aug-16	Learfield Communications, Inc.

TRADEMARK	STATUS	APP. NO.	REG. NO.	REG. DATE	DATE FILED	OWNER
HOW BUSINESS GOES TO SCHOOL	Pending	87151212	N/A	N/A	25-Aug-16	Learfield Communications, Inc.
LEARFIELD (Stylized/BW)	Pending	87152150	N/A	N/A	26-Aug-16	Learfield Communications, Inc.
LEARFIELD (Stylized/Color)	Pending	87152165	N/A	N/A	26-Aug-16	Learfield Communications, Inc.
The Art & Science of Branding	Pending	86914202	N/A	N/A	20-Feb- 16	SME II, LLC
The future of branded entertainment	Pending	86938813	N/A	N/A	14- Mar-16	SME II, LLC
SIDEARM SPORTS	Pending	87161482	N/A	N/A	06-SEP-16	SIDEARM Sports, LLC
THINK SOCIAL	Pending	86920802	N/A	N/A	26-FEB-16	Think Social, LLC